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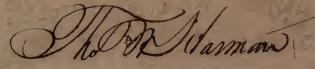


Hodgkinson

Narrative of his Connection with the Old American Company



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NARRATIVE

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OF HIS

Manna

CONNECTION

WITH THE

OLD AMERICA. COMPANY,

FROM THE FIFTH SEPTEMBER, 1792, .

TO THE THIRTY-FIRST OF MARCH, 1797,

By JOHN HODGKINSON.



NEW-YORK:

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NARRATIVE, &c.

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N the 29th of March I was prevented from going on with my Character for the Evening, by a Part of the Audience calling for Mrs. Hallam, formerly an Actress in the Company, but who, for Reasons which will hereafter appear, was no longer under any Engagements. Mrs. Hallam, contrary to the Regulations of the Theatre, and to an express Article signed by Mr. Hallam, came through the private Door into the Theatre, and, on the Stage, where she was supported by Mr. Hallam, a Performer and principal Proprietor of the Theatre, who addressed the Audience, and obtained Permission for her to read a Paper intended for their hearing; the Purport of which was, a Complaint of having been driven unjustly from the Stage, after having been ten Years on it, without any sufficient Cause; intimating all this had been effected by my Agency. In the Confusion which followed, I was not allowed to justify myself. After fome Time, I submitted, engaging to exculpate myself by a Publication in the Papers, or elsewhere.

THE Proceedings of this Evening, in Connection with what had passed in the Course of the Winter, left no Room to doubt of Concert between some of the Spec-

tators and Mr. and Mrs. Hallam.

On the 31st, a still larger Party attended the Reprefentation at the Theatre, with an apparent Determination to prejudge and condem me. Marks of this Determination were so renew'd and repeated, that I thought it no longer possible for me to continue on the Stage. It remains for me to sulfil my Engagement with the Public: For this Purpose I shall exhibit a brief Narrative of my whole Connection with the American Theatres. The Result Refult will shew, that so far from having conducted unjustly towards Mrs. Hallam, and the Public, in Regard to her, that she has been the Source of the principal Troubles which have arisen: that my Conduct in this Respect, at least, has been becoming my Situation, and that it is I, and not she or Mr. Hallam, who have been

injured on the present Occasion.

I was engaged from one of the first Theatres in England, by the late Mr. John Henry, as a principal Performer for the New-York and Philadelphia Theatres, and arrived in this Country September 5th, 1792. An Idea instilled into me, that every Article of Life was full as cheap again here as there, made me accept a more moderate Salary than I should have done, had I been rightly informed. I was to remain for two Years and six Months, at three Guineas and a Half weekly; to be secured to me for ten Months in the Year. This Contract I sulfilled on my Part, though violated in several Instances by the Managers, Hallam and Henry, and eleven Weeks of Salary due at this Hour to me and my Family

from them, on my original Agreements.

I found the Theatre under Regulations widely different from my Expectations; the Managers and their Families did not know each other out of the Profession; and when they met in it, their whole Study feemed to be the fowing Diffentions and creating different Interests -a System of Government avowed and recommended by Mr. Hallam. The Confequence of this was Negligence, Party, and Strife. I foon was given to understand that this had always been the Case. Mr. Henry's Conduct and Behaviour feemed fo different from the Gentleman, I had converfed with in England, that I could not avoid forming Prejudices against him, and in favour of Hallam. This Mr. Henry faw, and took an Opportunity of telling me I misjudg'd him; and that Mr. Hallam, though appearing perfectly mild and candid, sccretly gave him every Disquiet and Misery, and had utterly broke his Temper. The Want of Unapi-

mity at last extended to a total Subversion of all Order: Pieces were given out, and no Manager attended to point a fingle Direction. The Orchestra was composed of about fix Musicians, some of whom were incapable of their Business; and had I not been induced by Considerations for my own Reputation as an Actor, to take Care that the Stage Department was not totally destroyed where I was concern'd, this neglect would have been more apparent than it was! Notwithstanding my Exertions, the Theatre was nearly deferted. Mr. Henry faid he could not exist under such Torment longer, and offered to fell his Share of the Property. I urged Mr. Hallam to negotiate for it, and offered to become a Purchaser afterward from him, and that I would undertake the conducting of the Theatre. The Terms of Sale were left for Mr. Hallam to arrange with a Friend of Mr. Henry's; and at this Period I faw a Letter of his, requesting a fpeedy End to the Business; for that, sooner than be concerned any longer where Mrs. Hallam was, he would transport himself to Botany Bay. I deemed this the Effect of violent Anger or Prejudice, and fuffered it to make no Impression on my Mind at the Time.

In the Month of May, 1794, Mr. Henry fold to Mr. Hallam all his Share of the theatrical Property within the United States of America, for £,4000, payable by four

annual Inflalments of £ 1000 each.

In the fame Month, I purchased from Lewis Hallem one Half the Property of the Old American Company within the United States, for £ 4000, payable by four

annual Instalments of £ 1000 each.

During the Summer, I endeavoured to make such Additions to the Company as were necessary; and on the 22d of September commenced my unfortunate Career as a Manager and Proprietor in the City of Philadelphia. On the 20th October, Mrs. Hallam performed Lady Rackett, in too degraded a State to be seen; and on observing that some of the Ladies of the Theatre noticed her Situation, gave themill Language, and finished with this Expression—" Wretches teat I support by my Labours!"

On the 27th of October, in a violent Fit of Intemperance, Mrs. Hallam was quarreling with Mr. Alhton, a Member of the Company; and as the Performance of "Wild Oats," was then proceeding, I mildly interfered, and begged her for the Prefent to treat whatever the Matter was as not worth her Notice. She immediately commenced a strain of Invective and Abuse, such as I had never heard, or ever did expect to hear, from the Mouth of a Female: Rascal! Scoundrel! Swindler of her Husband's Property! and other Epithets equally unjust, for two Hours was I baited with; and during the Performance of the Aster-piece, "Don Juan," every Mock and Ridicule that could be was cast on my Endeavours to conduct so troublesome a Pantomime to its Close. Some of the Performers then with us, still remain.

On the Morning of the 28th, I wrote Mr. Hallam a Letter to the following Effect: "That having taken twelve Hours to pause on the unmerited Treatment I had received, I must beg to decline any further official Capacity in the Old American Company: observing, that the Property had been so little a Time in my Hands; Mr. Hallam could receive no Inconveniency by accepting it back on the same Terms I had purchased; that I had no Wish to distress him by an immediate Removal, but would stay with him upon the Fulfilment of my original Engagements to the Expiration of them, or the Concinsion of the following York Season." To

this Letter Mr. Hallam wrote the following:

" Dear Sir,

"I cannot answer you—I have not closed my Eyes from the Circumstance of last Night—Will you meet me at Gellers' Tavern, and we will dine alone?"

I went as usual, to the Theatre, to conduct the Reheartal, and in some little Time after my Arrival there received a Message from Mrs. Hellam—that she was at my house, and withed to see me. I returned for answer, I was at the Theatre, and could not attend Mrs. Hallam. She fent my Servant back to fay she must see me, and that if I would not wait on her then, she would remain till I should come Home. I determined on seeing her: She began with Tears, a very strong Apology for her Conduct, and faid she was utterly ruined with Mr. Hallam if I persisted in resigning the Property. I asked her if she remembered the Events of the preceding Evening? She replied, she had no Recollection of them, and that my Letter to her Husband was a Thunderbolt to her. I repeated the Epithets she had made use of, and she seemed very much shock'd. She begged my forgetfulness of the past, solemnly afferting she should look upon herself as the verieft Wretch existing, should she ever, by similar Imprudence, risk a future Misunderstanding. I forgave her fincerely, and we parted. I dined the fame Day at a Tavern, with Mr. Hallam, according to his Appointment, who feemed, and I believe was most feasibly affected, and I recollect made use of the following Expression: "I know that Girl fo well, I'm fure she never will for-" give herfelf, or drink any Thing but Water as long as "The lives." I told Mr. Hallam, it was a Failing that, if not put an effectual Stop to, would destroy every Posfibility of my Continuance in the Company, or Management. I proceeded, as usual, in my Capacity of Acting-Manager, and on the 14th of November she was again intemperate and abusive when performing Lady Fan-court, in the Comedy of "Love's Frailties." My Wife also now began to feel the Effects of her Pride, and was frequently treated with every Contempt. I closed that Theatre on the 4th of December, after ten Weeks of woeful managerial Experience.

I commenced in New-York, December 15th, and on the 20th Mrs. Hallam was again in a State which incapacitated her for performing Miss Walsingham, in the "School for Wives," in a suitable Manner. On the 29th she was considerably worse in the Character of Marianne, in the "Dramatist." On the 5th of January,

1795, we performed "Percy," and in the Fight with Douglas, I, by Accident, cut Mr. Hallam's Hand: Mrs. Hallam came behind the Scenes in a violent Rage, and on being asked what had disturbed her, replied, "Why! that damn'd Butcher has cut Mr. Hallam!" On the 6th of January, I wrote Mr. Hallam the following Letter:

" Sir,

" ON fo disagreeable a Business, as it is my Duty to " come to a perfect Explanation with you, I was in hope I might gain an Opportunity of perfonal Remon- ftrance: But no—you feem to shun me! I had " adopted a certainty that after the very unmerited and " illiberal Language heaped on my by Mrs. Hallam, in Philadelphia, and her folemn Oath, I never should " hear a Repetition, it would have ceased. Why, Sir, am " I so frequently the Cause of her present Vengeance? " And why do you not take Measures to prevent such " Conduct? Is it because every Moment of my Life is " dedicated to promoting our mutual Interest? Is it be-" cause I am incessantly studying to make the Theatre respectable, and increase your Welfare and Prosperity? "Why, Sir, last Night, for an Accident of trivial Na-"ture, had I the very delicate Term of Butcher applied to me? And why, a few Evenings back again, that " of Swindler and Rascal?. Good God, Sir, if either " have a Claim on the other for Gratitude, I think it is " due from you, and that your Property by this Time, had I not stepped in and prop'd it, would have fallen to the Ground. It becomes no Plea to affert that " Reason has no Share in these Declarations: They " are private Sentiments, which Reason smoothers, and . "that banish'd, the Soul is thrown open undisguised. " I feel your Situation, Mr. Hallam: I ant cut to the " Heart to see it, but I cannot, will not, remain indif-" ferent to my own. My Wife, Sir, is not permitted " nor does she endeavour or wish to know more of Bu-" finess

" finess than I casually communicate; and as I cannot " compliment Mrs. Hallam with a better Head than my own, I dont think the can fairly judge my Actions, " and I am certain you ought not to permit her; at any " Rate I will not; and I think it but honest to inform " you, the next Time I hear ber make Use of my " Name undefervedly, I will immediately throw up the " Bufiness, and call the Public as an Umpire between Let Mrs. Hallam vent illiberal Language on her " Dependants, if she must use it; I am none: And as to " the Property which she is weak enough to imagine so " infallible, I would rather give it up than have another " Hour's concern where the is or will be a Meddler.-" Sir, we are a City Talk; and it would certainly be " better to endeavour that Mrs. Hallam should be kept " at Home, than fuffered to expose us and herself, when " fo unfit to be feen. I know, Sir, I am speaking in " plain Terms; I think it my Duty to do fo. Delica-" cy, when we throw apart ourselves, we cannot expect · others to preserve for us: "Once more, Sir, be affured, my Friendship and good

"Once more, Sir, be affured, my Friendship and good "Wishes are undiminished; so much so, that I conceive it an indispensable Duty to use no Reserve; but, "pointing out the Obstacles that destroy our Harmony, give an Opportunity of removing them, or breaking the Whole at once.

" I am, Sir, &c. &c.

" JOHN HODGKINSON."

New-York, } Jan. 6th, 1795. }

There is an Omiffion in the Letter, where the Stars are. The Part left out, related entirely to his Son; and as he is no Way implicated in this Controverfy, it would not be proper to mention it.

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This Letter I received no Answer to, but was informed Mr. Hallam feemed much concerned on perufing oit. On the 10th of January, Mrs. Hallam (again in a State of partial Intoxication) performed Lady Euston, in "I'll tell you What." On the 28th equally so in the Marchioness Merida, "Child of Nature." On the 25th February, I brought forward the Comedy of the " Few," for the first Time in this Theatre; and in the elegant chafte Character of Eliza Ratcliffe, the Audience witneffed an Exhibition too difgustful to remember, and too disgraceful to the Stage to be dwelt upon. The general Cry feemed to be-" She must infult us no more!" I informed Mr. Hallem of this, in Company with a Gentleman who has been long his Friend, and both our Opinions were, that if Mrs. Hallam risked another Appearance, the People would shew their Resentment. Mr. Hallam determined on withdrawing her, and begged from me the difagreeable Office of communicating to her the Refolution. I undertook this, and a Scene fo distressing, fo harrassing to the Feelings, I scarce ever did witness, and hope never may again. She was from before the Public one Month, and the Theatre progressed with every possible Harmony and Credit. During this Time, a Report was industriously circulated that Laudanum was the Cause of Mrs. Hallam's frequent Incapability. The Public Voice turned, and there was a Wish to see her again. Convinced, whatever was the Cause, it would be her Study in future to avoid that particular Thing, which brought her Weakness before the Public Eye, I took Advantage of this Prepossession, and told Mr. Hallam I was certain, if she appeared, she would be greatly received. I did this because I felt Conviction her late Mortification must have been a strong Monitor, and possibly a Reformation must ensue, both in Conduct behind the Scenes and on the Stage. On the 25th of March she reassumed her Profession in Lady Teazle. The fecond Character she represented was Cordelia, March 30th, in which the was not perfectly herfelf. On

the roth of April she performed Louisa, in the "World in a Village," and several People in Disgust less the Theatre. On the 11th of May she performed Miss Neville, in "Know your own Mind," a Comedy got up by me, about a Fortnight before, for Mrs. Hodgkinson's Benefit. My Wife dressed in the same Room, and a little Time after Mrs. Hallam's Arrival, she commenced her abuse of me, and of the Character she was going to represent; and, looking in my Wise's Face, cried, "Damn the Play; damn the Person who got it up, and damn the Person for whom it was got up." The next Day I requested Mrs. Hodgkinson to quit that Room. I then wrote to Mr. Hallam the following Letter:

" Sir,

" I have delayed, till Mrs. Hallam's Benefit was past, communicating my Determination on our future Connection. After the most minute Investigation on the " Possibility of Friendship or Harmony existing, I find " none. There are Obstacles insurmountable. I have " combated them in Hope; I have borne them from " fincere Attachment. When I became a Partner in " this Theatre, it was not with the Hope of bettering " my Situation: It was to make it permanent; it was " to support, as far as I could, you; because I conceived " you injured and oppressed by your former Connection. " My Opinion now is, that whatever might have been " Mr. Henry's other Failings, he saw you your own " Enemy, and was conviuced an unworthy Influence " made you other People's. I will not dwell on what, " with me, is fix'd as Fate: We must separate. I am " anxious to regain that Peace which as a private Indivi-"'dual no Man possessed in a higher Degree. I wish to " resign the Management. If you will not take the " Property on the Valuation of three unprejudiced Per-", fons, I will certainly advertise my Share to the highest " Bidder, Mr. G- is in full Possession of my Sentiments.

"ments. I would wish you to advise with him on the best and most peaceable Mode of transacting this Business, and of acquainting our Subscribers to the new "Theatre.

" I am, Sir, &c. &c.

" JOHN HODGKINSON."

On Monday, May 18th, the Comedy of "Which is the Man?" was performed; and the Hair-Dreffer who attended Mrs. Hallam came to my Room to fay that it was impossible for her to go on the Stage that Night, for she was so senselies she could not sit in her Chair! It was a Benefit, and therefore the Audience could not well be dismissed. When the Hour of commencing arrived, I was requested, three several Times, to delay the Performance, while she had Vinegar and strong Green Tea given, to restore her as much as possible. When she did come forward, let those who wit-

nessed the Spectacle declare the Shame of it.

I had foon after a Meeting with Mr. Hallam, at the House of one of the most respectable Characters in this City; and two other Gentlemen, as mutual Friends, attended to give their Advice. I stated my Grievances plainly before them, and they uniformly agreed it was impossible for me to remain any longer in the Theatre if Mrs. Hallam did; and one of them observed,—" Mr. " Hallam, I have heretofore been anxious to suppress " and do away Mrs. Hallam's Misfortune, as a Calum-" ny; but, Sir, I was present at the Representation of " Which is the Man? and when I saw her come on the " Stage, I immediately left the House; and had any " one plunged a Sword through my Heart, it could not " have given me a keener Pang than I felt at that Mo-" ment." Mr. Hallam faid he had no Reply to make; he could not deny any Thing I had afferted, and that he knew my Situation to be dreadful! I offered him, once

more, the Property on the same Terms that I had purchased it. This he declined, and promised, before the Gentlemen who had interested themselves, to withdraw Mrs. Hallam from the Stage totally at the Conclusion of the Season; commissioning me, at the same Time, to procure an Actress in her Place from England. I wrote, by the earliest Vessel, for Mrs. Johnson, and she arrived here on the first of October following. The Calamity that afflicted this City in the Autumn of 1795 compelled us to make a Treaty for the Boston Theatre; and I was not a little surprised, while in Hartford, to hear that Mrs. Hallam had returned to the Stage, and was performing at Providence, with Mr. Hallam. Some few Days after our arrival in Boston, Mr. Hallam waited on me, to say, that he should make his first Essay before that Audience in Lord Ogleby, and that Mrs. Hallam must perform the Character of Miss Sterling! I made no Reply; I was too much aftonished! I parted with him to reflect on what had passed. I made Enquiries of the Performers respecting Mrs. Hallam's Conduct at Providence. They were all agreed it had, if possible, been worse than ever. Isfelt shock'd at Mr. Hallam's Duplicity: a manifest Violation of his Word, without even an Attempt at Apology; without any Reason but "it must be so!" Entire Strangers, as we were, a Misunderstanding, immediately on our Appearance before the Public, would have been Ruin. I submitted in Silence. In the mean Time I stood, highly implicated to Mrs. Johnson. who had come three thousand Miles to supply a Line of Characters Mr. Hallam's Infincerity would deprive her of. Mrs. Johnson, however, with the greatest Generosity, in Part relieved me, by faying that Mrs. Hallam might retain all the Characters she bad performed: but that, in the Arrangement of new Pieces, she should expect her Engagement fulfilled, by being given the elegant Characters in Comedy. This I not only promifed, but stood pledged to. My Situation as Manager now became more irksome than ever. Mir. Hallam quarrelled with me because

he did not perform many of the young, First Rate Characters, which he faid he had supplied since his first Arrival in America, and that he had not refigned them, nor ever would. Mrs. Hallam poured on me every odious Epithet that Intemperance could suggest. An Opportunity offered of releasing myself from this Misery, by an Offer of Connection with the Boston Theatre; but, after some Reflection, my Respect for the Patronage I had experienced from the Citizens of New-York determined me on not accepting it. Mr. Hallam was taken ill, and I felt some Alarm, that as yet he had never conveyed my Share of the Property to me, though I had frequently folicited to have it done, and had paid a Part of the Purchase Money. He recovered, and I again applied. He begged it might be postponed till our Arrival in New-York. I agreed reluctantly. When we did arrive in New-York, I repeated my Request. I-was not successful, till, finally, I fent Mr. Hallam Word I would not enter the Theatre till the Deeds were executed. I got legal Possession last March, 22 Months after the Purchase had been made. I think it but Justice to declare, that I was informed this Conduct was not Mr. Hallam's Will, but that Mrs. Hallam could not be prevailed on to fign. I had frequently converled with Mr. Dunlap, respecting my Situation, and the Torture I laboured under; and as I knew him to be attached to the Theatre, in one of our Conversations, I offered to sell him Half my Share, if he would undertake the Acting Management; for that I had more Labour than the Mind or Body could possibly sustain. I had applied to Mr. Hallam, to know what he meant to allow me for my extraordinary Fatigue, and he had peremptorily refused any Compensation; which I thought hard, because, on the first Commencement of Theatrical Business after our Partnership, we had paid a Gentleman One Hundred Pounds for acting as Treasurer and Book-keeper only ten Weeks. And here I hope it will not be deemed an unnecessary Digression, if I mention what my Situation exactly

exactly was. I had to cast and arrange the Business of every Play brought forward. I had the various Tempers, Rivalships, and Ambitions of thirty or forty People to encounter and please. I kept all the Accounts; I made all Disbursements, and was made, in all Money. Transactions, solely responsible. My professional Labours were extreme, and I never finished them for the Evening that I did not attend to take the State of each Night's Receipts. Nay, instead of enjoying my comfortable Hour of focial Intercourse with my Family, on my Arrival Home, I had a Check Account to take, and to make the regular Entries in my Books. I wrote and corrected every Play-Bill for the Printer. I planned and copied every Scene-Plot for the Carpenter. I attended every Rehearfal, to give Directions. I went through 2 varied and extensive Line of Characters on the Stage. I found principally my own Wardrobe for them; and my Salary, for all this, was twenty Dollars per Week, paid only when we performed! Mr. Hallam received the fame, and had no Share in the Fatigue. His Answer to me, on Application to know what he would allow me, was, that "he would quit the Theatre the Moment any Man received a Shilling more than him." An idea exceedingly unjust; for at the Time of his Purchase from John Henry, the Shares were, Mr. Henry Four and a Half, Mr. Hallam Three and a Half; and when Mr. Hallam agreed with me, he referved the Difference: for the whole Property being equally divided between us, Mr. Hallam gained a Sixteenth; as he paid Mr. Henry no more for Four and a Half Shares, than I did him (Mr. Hallam) for Four Shares.

To return to my Narrative: Mr. Dunlap seemed inclined to treat with me, and finally was introduced, as Acting Manager, into the Theatre, with the Concurrence of Mr. Hallam, and to receive my Assistance. I stattered myself I was now some little Distance removed from my Disquiets; but I was disappointed. Mr. Dunlap's

Inexperience

Inexperience compell'd me still to be the Director in the Stage Department, according to Agreement, and I never gave an Order in Mrs. Hallam's hearing that she did not pointedly ridicule and infult me. My Wife never pass'd her, that she was not treated with every Mark of Contempt; and those who may lack Information on this Part, or labor under a different Impression, I here inform, that she never made one Word of Reply. I now acquainted Mr. Dunlap, it was impossible for me to stay and perform my Agreements with him; and a very, very irksome and disagreeable Correspondence took Place, between us in Consequence: I offer'd to sell him the remaining Share I held, or to put it into his Hands as a Trust and Security, that he should not be a Loser by my Absence: He accepted the latter, and I wrote to the Philadelphia Managers my Resolution, and of my Wish to gain a Situation in their Theatre. They, I prefume, thought my Services of some Value for both arriv'd Post here, and convers'd personally with me on the Business. I asked my Terms, and to their Honor let me thus publicly declare, I never did experience in any Negociation more Candor and Liberality; and had I left New-York, their Acquiescence in my Demands must have prov'd to me and my Family infinitely more valuable than any Thing I ever did, or probably may hereafter attain. About this Time Mr. Dunlap waited on me, to fay, that if I could not remain in the Company, and perform my first Contracts with him, he must relinquish his Purchase, tho' subjected to very great Loss and Inconvenience thereby: He also informed me, he had written Mr. Hallam, that Mrs. Hallam's Continuance in the Theatre was an insuperable Objection to his making any Arrangement with him. I replied, I could not-I would not stay; and that I preferr'd retiring peaceably, to waging open Controversy with Mr. Hallam; who, in my Opinion, from his long Services, had an unquestionable prior Right to his Situation: -that I felt the Injuries of Mr. Hallam and his Family forcibly; but that I was

better able to provide for, and bear the Evils of Separation, than he was, and I would not retaliate. I relinquish'd the Sale I had made to Mr. *Dunlap*, and he quitted the Business. On the 17th of June last, I wrote Mr. *Hallam* the following Letter:

" Sir,

" THE Season approaching to a Conclusion, it is necessary that the State in which our Property will be " involv'd by a Separation, should be accurately deter-"min'd and finally put to Agreement. Our Continuance of Partnership is impossible—and therefore it behoves both of us to promptly act as mutual Justice may demand:-Repeated Infult and Injury have " steel'd me against further Connection; and I have only left to make fuch Arrangements as will fecure to me a Prevention of total Loss, in what I have taken so much Pains to uphold and increase. You are not ignorant that the Theatres, belonging to us, cannot be justly employed by either without the Consent of his equal. It is not my Wish that the Property should, go to ruin: I Wish it to be prosperous: I have brought it to that Permanency and Respectability that, Misconduct alone can make it otherwise. Your Resources, by the Return of Capt. Adamson, will be encreased: There follow'd the Names of some Performers expected over]-These, with what you will have left, and in your Power to retain, will form a good Company; -and the following are Terms on which I will leave you in peaceable Possession of the Whole, or on which I will take the Management myself; each permitting the other to make use of his Talents in any future Way or Situation he may chuse. I will give " you Two Thousand Five Hundred Dollars, for the " Use of your Share and Property, till the First of next " May; I taking all Profits that may accrue up to that "Time, &c.—This Agreement reservable only at 4 " Option of the Parties.

"I will take Two Thousand Five Hundred Dollars, for the Use of my Share and Property, up to the Day

" of the Date above-mentioned; leaving you to take all

" Profits, &c. as before stated.

"You have now your Choice, to adopt or reject; one of which I expect will be determin'd on immediately.

" I am, Sir, &c. &c.

" JOHN HODGKINSON."

New-York,]
June 17, 1796.

Mr. Philip Ten Eyck, was kind enough to bear this Letter; and some Time after I met him in Broadway, when I was in Company with an Agent, who had arriv'd from Philadelphia to complete my Engagements for that City: I enquir'd Mr. Hallam's Determination, and was told he wished some Days for Consideration. I inform'd Mr. Ten Eyek, that my peculiar Situation requir'd an Answer on the following Morning; and that I could not wait longer than that Period. I urg'd Mr. Ten Eyck to return to Mr. Hallam, and he did so: Mr. Hallam then promised a definitive Answer by Mr. Ten Eyek the next Day. At the appointed Hour, Mr. Ten Eyck waited on me, and found at my House Mr. Dunlap, and the Agent from Philadelphia. Mr. Ten Eyck observed, that Mr. Hellam had commissioned him to fay, that "he knew the Cause " of our Differences, but they should cease; for he " would withdraw Mrs. Hallam from the Stage, which " he prefumed would reconcilé the Whole." I anfwered Mr. Ten Eyck, that it would not; that Mrs. Hallam's being withdrawn was no Stipulation of mine; for as Mr. Hallam, had once before openly broke his Word with me on that Score, I had thought it needless to mention as a Difficulty, what if promis'd to be remov'd, A l not be long maintained: That Mr. Dunlap, I believed, had quitted the Theatre, upon finding it impossible

possible to conduct it with Propriety, if Mrs. Hallam continued, and had written Mr. Hallam a Letter to that Effect: That Mr. Hallam's last Difficulty with me was, his having laid Claim to many of the most principal and youthful Characters in the Drama, which I thought he had refigned long ago, fuch as Hamlet, Ranger, Zanga, Orestes, Benedick, Don John, &c. &c. and his informing Mr. Dunlap that I had injured him, by not giving him out for them; but that now he expected them to be brought forward; and that all that I wanted from Mr. Hallam now, was an Answer respecting my Proposal of our Property. Mr. Ten Eyck observed, he was no Way privileged to speak on that, as he had supposed Mrs. Hallam the great Objection. I replied, she was so; but remarked again, I had conceived no Use in mentioning an Impossibility. Mr. Ten Eyck requested Mr. Dunlap to accompany him to Mr. Hallam: They went together, and, fome Time after, Mr. Dunlap returned, with Information, that Mr. Hallam was not only willing to take Mrs. Hallam from the Stage, but to leave the casting of all Pieces to his (Dunlap's) Judgment; and that he was willing to enter into Contracts, with any Penalty, for the Performance of what should be agreed on, as the best Mode to secure our future Peace. I obferved, that, wearied by my repeated Disappointments, I wished no further Connection with Mr. Hellam; and that I conceived I had proceeded too far in my Philadelphia Engagement to honourably recede. Mr. Dunlap differed with me in this, and remarked, that he had quitted a Business, in Part, to purchase my Property; and that he must inevitably experience great Loss by my Departure: That while he faw no Prospect of my Grievances being redressed, he was content to submit; but, now that there was a Certainty of their being remedied, he must in Duty call on me to sulfil my Engagements Resthim, or that he should be compelled to seek for my itution in some other Way. Finally, I broke off the Philadelphia Negociation, and concluded to remain once more. Contracts were ordered to be drawn up; and I inquired of Mr. Dunlap, if Mrs. Hallam's Name was to be inferted? He replied, it would be more delicate to omit her Name, as they could be made equally forcible, without mentioning ber. I applauded the Idea. The following are the Articles, which Mr. Hallam had three Days in his Possession, previous to signing; and they were made to extend to Two Years, at his own Request.

ARTICLES OF AGREEMENT
Between Lewis Hallam, John Hodgkinson, and
William Dunlap.

Agree, to exert ourselves in the several Ways hereafter mentioned, for the mutual Benefit and Profit of each other, and of that Property known under the Denomination of Property of the Old American Company; of which the One Half belongs to Lewis Hallam, One Fourth to John Hodgkinsen, and One Fourth to William Dunlap.

THAT William Dunlop shall, as Acting Manager of the Company, determine, weekly, the Business of the coming Week; that is, what Plays shall be performed; subject to no other Controul than the joint Disapprobation of the other Proprietors. That he shall get up what new Pieces he shall think best, and in the Manner he shall deem proper, subject only to the same Controul; and cast them in Conformity to his Judgment, and the Articles of the several Performers.

THAT Lewis Hallam shall exert himself as a Performer in all those Characters which he has performed, on Stock Nights, since the Commencement of the Firm of Hallam and Hedgkinson, if called upon so to do by the Acting Manager, either by Notification that the Plays containing such Characters will be performed, or otherwise:

That

That these Characters are considered as his Property; but he shall not resign any one or more of them, without the Concurrence of the Acting Manager; and then

only into his Hands, to be at his fole Disposal.

THAT John Hodgkinson shall exert himself as a Performer in all those Characters which he has performed, on Stock Nights, since the Commencement of the Firm of Hallam and Hodgkinson, if called upon so to do by the Acting Manager; either by Notification that the Plays containing such Characters will be performed, or otherwise: That these Characters are considered as his Property; but he shall not resign any one or more of them, without the Concurrence of the Acting Manager; and then only into his Hands, to be at his sole Disposal.

THAT, in all Engagements made with any Performers, the Acting Manager, and one of the other Proprietors, shall have Power to bind the three; and no Contract or Engagement shall be made with any Person whatever, without such Concurrence of the Acting Ma-

nager, and one of the other Proprietors.

THAT no other Division of the Profits of the Copartnership shall take Place, under any Appellai on whatever, than such Division, or in such Proportion as now exists; and no Alteration whatever shall take Place,

without the Concurrence of all the Proprietors.

That, to prevent Disorder and Consusion behind the Scenes, no Person shall be admitted, except the Personners, under any Pretence whatever, without a written Permission from the Acting Manager; Servants, &c.

having Tickets for the Season.

THAT, in all Regulations for the Welfare of the Theatre, made by the Acting Manager, with the Concurrence of the other Proprietors, or fuch one of them as shall be present, they shall consider themselves on an Equality with the other Performers, except as more bound to a scrupulous Observance of them by the superior influence of their Example.

THAT

That the following Plays, The Revenge, Distress'd Mother, Suspicious Husband, Hamlet, Much Ado About Nothing, and such other of the old Drama as have not been performed during the Firm of Hallam and Hodgkinfon, shall be liable to the Cast of the Acting Manager; Mr. Hallam or Mr. Hodgkinfon having no other Controul over such Cast than the Refusal to play in the Piece, if the Character allotted to either of them is such as he shall object to.

THAT, in Addition to the Business of Acting Manager, William Dunlap shall act as Treasurer and Book-

keeper to the Company.

THAT John Hodgkinson shall assist the Acting Manager by his Advice and personal Aid; and, in Case of William Dunlap's Sickness, or Absence from other unavoidable Causes, or for Purposes agreed upon among the Proprietors, or a Majority of them, John Hodgkinson shall be considered as Acting Manager, and execute the Duties of the Office in the Place of William Dunlap; receiving from said Dunlap (in Case such Absence shall be for one or more Weeks) that Salary which he receives as Acting Manager.

THAT, in Case of any Default on the Part of either or any of the Subscribers. within the Term of two Years, from the sirst Day of May, 1796, they do severally bind themselves in the Penalty of Four Thousand Pounds, lawful Money of the State of New-York, to be forseited

by fuch Breach of this Agreement.

THAT, in Case any of the Subscribers should determine on selling the Whole, or any Part, of their Division of the above-mentioned Property, within the above-named Time, the Party so wishing to sell, shall give the Offer, or Resusal, to the other Party or Parties, at a Price to be agreed on by them, or to be determined by three indifferent Persons, chosen by the respective Parties.

LEWIS HALLAM. (L.S.)
JOHN HODGKINSON. (L.S.)
WILLIAM DUNLAP. (L.S.)

Kagb Geme. Joan Gemage. In the Course of the present Winter, Mr. Hallam has appeared much distaissied. It was many Times rumoured that he intended to force his Wise on the Stage: But about the 9th or 10th of February, Mr. Dunlap informed me, that Mr. Hallam had called on him, to let him know that Mrs. Hallam ought to be engaged: And on Mr. Dunlap's replying, that he thought "that Matter had been settled in June last," had only answered by charging me with sending him in an Account of Money due to me; and by afferting the Injuries done to his Wise; concluding with saying, that he had prevented Disturbances in the Theatre; but he would do so no longer.

ABOUT the 14th of February, Mr. Dunlap informed me that he had waited on Mr. Hallam, having requested a Gentleman to witness the Conversation; when Mr. Hallam confirmed the above Determination; and, on being reminded of his Engagements, said, "I did tell Mr. Ten Eyck that I would withdraw Mrs. Hallam, -but I did not say for bow long:" That he told Mr. Hallam that he should consider his Attempt to force Mrs. Hallam on the Stage as a Violation of the Articles; and was anfwered, he might THINK as he pleased: That he told Mr. Hallam, that if there was any Disturbance in the Theatre, on Account of Mrs. Hallam, after the Avowal that she had waited upon a Number of Ladies, who had espoused her Quarrel, he should consider him (Hallam) as the Cause; and was answered, he might THINK as he pleased: That on saying he (Dunlap) must take Meafures for the Security of his Property, he was answered, he might no as he pleased.

FINDING that the Diffatisfactions of Mr. Hallam continued; hearing that he intended to introduce his Wife on the Stage, during the Benefits; and convinced that the Diffolution of the Company must be the Consequence, to the great Injury of the Performers, as well as of the Proprietors; I determined, with the Concurrence of Mr. Dunlap, and the Advice of Gentlemen whom I supposed Mr. Hallam's Friends, to make him

Proposals

Proposals that might prevent Violence, and terminate all Differences to his Satisfaction. Many Modes were premised by these Friends, and they can vouch I did not, I would not sisten to any, that had not for its End the future Comfort and Independence of Mr. Hallam.—With this View the following Letter was sent to him:

" March 17th, 1797.

"MR. L. HALLAM,

ec Sir,

"YOU having declared to me your Readiness to sell your Theatrical Property, at the same Time that you expressed your great Dissatisfaction of the Arrangement made last June, by which I became connected in Business with you, I am induced to make, with the

" Advice and Approbation of Mr. Hodgkinson, the follow-" ing Propofals: "THAT Lewis Hallam shall fell his Theatrical Pro-" perty, known by the Name of " Property of the Old "American Company," at such Price, and on such " Terms, as may be hereafter determined; quitting, by " fuch Sale, all Claim or Title whatfoever on faid Com-" pany or Property, to William Dunlap and John Hodg-" kinfon; they giving fatisfactory Security for the Ful-" filment of the Terms of Sale; and, moreover, agree-" ing to pay to Lewis Hallam One Fourth of the Profits arif-" ing from the Exhibitions of said Company, in any Part " of the United States of America, or any Denomination " whatsoever, during the Period of the natural Life of "Lewis Hallam, to be paid yearly, on the first Day of " May: And this in Confideration of the Good-Will of " the faid Lewis Hallam toward faid Property or Busi-" ness, according to the Usage of Men retiring and " giving up any fixed Business to other Men."

" Ir these Proposals appear to you so far reasonable as to serve for the Ground-Work of Arrangements, more satisfactory to all the Parties concerned, it will

" givé great Satisfaction to

" W. DUNLAP."

To this Letter Mr. Dunlap received no Answer, except, that, in a Conversation which took Place between Mr. Hallam and me, on (I think) the 20th of March, he said, he did not know that he should fell bis Property at all; and, if he accepted a Sinecure, it must not only be a certain, but a large one! On being asked how he could expect a large Certainty? he replied, the United States were peculiarly situated: A war might take Place, and the Theatres be either shut up, or, from Distress, deserted.

On Saturday, March the 25th, the following Rules

were put up in the Green Room, at the Theatre:

REGULATIONS for the Old American Company at the ensuing BENEFITS.

THE Nights on which Benefit Plays will be performed, to be thrown for in two Classes as on the last Season.

ANY Performer giving Notice after this Date, to the Acting-Manager for the Time being, of his or her Wish to get up any new Piece, on his or her Night, will obtain, by such Notice, a prior Right to such new Piece.

No Piece shall be performed in any Manner, other than as: cast by the Acting-Manager for the Time being; that Cast to be obtained previous to advertising the Piece.

No Bill to be published until submitted to the Correction of the Acting-Manager for the Time being, and his Consent obtained.

No Person, not under Engagements as a Personner in the Company, shall be permitted to play on any Benefit-Night without the Consent of the Acting-Manager for the Time being, and one of the other Proprietors.

No Performer can be required to study more than sour Lengths, from Play-Night to Play-Night, and in the

fame Proportion for a longer Time.

JOHN HODGKINSON. WILLIAM DUNLAP.

On the Monday Evening following, Mr. Hallam came into my Dreffing-Room, and told me he did not chuse to comply with those Rules. I told him I was forry to hear it, and that I supposed he could not violate them, without violating also the Contracts that existed between us! He replied, he chose to violate them, and that he had torn them down, and set us at Defiance.

THE Wednesday following, the Transaction took Place which I have briefly stated as the Motive for this Narrative, in which I trust it will appear,-1st, That, by Articles entered into voluntarily by Mr. Hallam, the Purport of which was known to him, and to which he was explicitly advised by his Friends, Mrs. Hallam had no Right to come on the Stage, or Mr. Hallam to demand it: -2d. That Mrs. Hallam had not been withdrawn by any Stipulation of mine, at the Time of the present Agreement: but by Mr. Hallam's own free Offer and apparent Conviction, that her Conduct had made it improper for her to remain before the Public, and Impossible for a respectable Stage to be where she was a Performer:-3d, That Mr. Hallam, in favouring the Attempt to reproduce Mrs. Hallam on the Stage, and in attempting himself to introduce her; as well as by tearing down the Regulations of the Acting-Manager; has not only violated his Contracts, but treated the Public with Difrespect, and the other Proprietors with Injustice.

In Regard to the Proceedings of the 29th and 31st of March, I can only observe, the Prejudice and Misrepresentation that unhappily prevailed, have compelled me to the most painful and irksome Mode of justifying myself—that of exposing many Transactions, to public View, which none but the Parties concerned ever ought to have been made acquainted with, or interested in; and I trust my prior Determinations of quitting my Situation, rather than make this Exposure, will convince every Reader, the Differences stated would never have been known thro' me, had not every Means been tried to render my Conduct completely odious to the Parties who came forward

forward on this Occasion, that Calumny could suggest. I have been made accountable for an Action I was not concerned in, or in my Power solely to remedy! as a second Perusal of our Contracts will convince. It has been also afferted, that Mr. Hallam only applied to have Mrs. Hallam perform at his Benefit: This is not a Fact.—Mr. Hallam bas never made any Application, but that to Mr. Dunlap, in which he stated Mrs. Hallam ought to be engaged in the Company! His Son applied on his own Account, but Mr. Hallam, sen. was never mentioned.

I beg Leave also further to remark, that the Situation I was placed in was so peculiarly trying, none but an Actor, or a Person who has made himself responsible for a well regulated Entertainment, can possibly feel or judge.

I was received for the first Time in my Life, with pointed disapprobation, before I could even speak. A Person who had no Connection with the Stage, whose own Faults had deservedly banished her from it—was called for—was secreted—ready to burst forward—was protected—supported by her own Husband, in direct Violation of his most solemn Contracts—was allowed to address the Audience—and I not suffered to explain or to defend myself, when I was the Party, and the only Party injured! If, at such a Crisis, I betrayed any improper Marks of Impatience, I trust they were such as sew Men could refrain from, under such distressing Circumstances.

The Situation of a Theatrical Performer feems here to be peculiarly unfortunate: Strong Prejudices are entertained against the Profession, and against the Drama itself, by many. There are also those who consider Actors as Public Slaves, who are to have no Will of their own, but are bound to be the obedient and submissive Victims of their Caprice; and so wide is the Prepossession against the Calling, that many look upon an Actor as Something different from his fellow Men.

In Consequence of these Prejudices, that is deemed Insolence in an Actor, which would scarcely be called

Spirit in another Man; and thus a Profession, which, to excel in, requires the Union of many Talents and Accomplishments, and in particular Feeling, the Professor, on some Occasions, is not allowed to feel at all. But this is certainly unjust: Resentment should always be meafured by the Nature of the Injury, not the Profession, of the Individual. I felt myself aggrieved: I was not allowed to defend myself: Few Men are so much Masters of their Temper, as to conduct with perfect Propriety in fuch Circumstances! I might fail in this; if I did, it must be ascribed to the peculiar Irritation of the Moment; for I hope I scarce need add, I could never entertain an Idea, of treating with indecorum, that Public, from whom I have receiv'd the most constant and flattering Marks of Approbation—to whose Justice I now make my last Appeal: Whole Candor will, I am convinced, acquit me after this hearing, and whose

Grateful and ever obedient Servant

I am,

JOHN HODGKINSON.

New-York, April 6th, 1797.

ERRATA.

Page 5-end of Line 11th, for "offered" read fought.
Page 17-last Line but one, for "refervable" read renevable.



UNITED STATES OF AMERICA.

State of New-York, f. BY this public Instrument, be it known to all whom the same doth or may concern, That I, Charles Bridgen, a Public Notary, in and for the State of New-York, by Letters Patent under the Great Seal of the said State, duly commissioned and sworn; and in and by the said Letters Patent invested "With full Power and Authority to attest Deeds, Wills, Testaments, Codicils, Agreements, and other Instruments in writing, and to administer any Oath or Oaths, to any Person or Persons, do hereby certify, That on the Day of the Date of these Presents, before me personally came and appeared, Mr. John Hodgkinson, who being by me duly sworn, did depose and say, That all and every of the Bacts stated by him in his Narration of his Connection with the Old American Company are just and true, according to the best of his Knowledge and Belief.

Whereof an Attestation being required, I have granted this under my Notarial Firm and Seal; and the faid John Hodgkinson hereunto

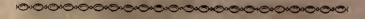
fubscribed his Name.

Done at the City of New-York, in the faid State of New-York, the fifteenth Day of April, in the Year One Thousand Seven Hundred and Ninety-seven.

Quod Attestor.

JOHN HODGKINSON.

CHARLES BRIDGEN, (Notary Public.



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